

PROMISE Grant Evaluation Service A G R E E M E N T

This interagency agreement is entered into the period 10/01/19 to 09/30/2020 between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation, who principal business address is 201 E. Washington Avenue, Room G100, Madison, WI 53703, and the Board of Regents of the University of Wisconsin System, DBA University of Wisconsin-Stout, Stout Vocational Rehabilitation Institute (SVRI), whose principal business address is 221 Tenth Ave East, Menomonie, WI 54751.

The DWD employee responsible for the administration of this agreement will be Meredith Dressel whose principal business address is 201 E. Washington Avenue, Madison, WI 53703. In the event that the Program Director is unable to administer this agreement, DWD will contact SVRI and designate a new Program Director.

WHEREAS, DWD wishes to purchase from SVRI as it is authorized to do so by Wisconsin law; and WHEREAS, SVRI is engaged in furnishing the desired services; DWD and SVRI agree to the following:

- I. Services To Be Provided:** (see Appendix A PROMISE Evaluation Team– Year 7 Work Plan for all detailed information, including data analysis, data instruments and measures, responsible parties, deliverables and timelines)
 - A. Obtain IRB approval for human participants in an experimental design;
 - B. Continue data analysis to better understand intervention outcomes and impact with the PROMISE population including employment outcomes, school and service engagement, service patterns, post-secondary outcomes, benefits and financial capability, social/soft skills, confidence and self-advocacy, youth and family perspective, and other research questions defined by DVR and outlined in the Year 7 Work Plan. Findings will also be disseminated to a variety of stakeholders including policy makers, service providers, educators, researchers, youth and families, and the community.

Analyses will include, but are not limited to the following:

- a. Recruitment and Enrollment Numbers
- b. Rapid Engagement Progress
- c. Resource Referral Patterns
- d. Treatment Interventions
- e. Educational Treatments and Engagement
- f. Post-Secondary Training and Credential Attainment
- g. Paid Integrated Employment
- h. Work Motivation
- i. Health Literacy
- j. Youth and Family Income
- k. Benefit Confidence
- l. Literacy
- m. Working Alliance
- n. Case Management Compatible Behaviors
- o. Self-Advocacy and Self-Efficacy of Participants

- p. School Attendance and Disciplinary Actions
- q. School Reading Scores
- r. IPE/IEP Consistency
- s. Social Skills
- t. Use of Work Incentives and Overpayments
- u. Financial Capability
- v. Savings Account Balances
- w. Parent Expectations
- x. Community Expectations

C. SVRI will maintain the reporting schedule as indicated in Appendix A

II. COST AND PAYMENT OF SERVICES:

This service is funded entirely through a grant from the US Department of Education, Office of Special Education Programs (OSEP) Cooperative Agreement H418P130004.

The budget for activities performed under this agreement from 10/01/2019 to 09/30/2020 is \$925,360.00 (**See Attachment B**). No carry over funds from previous years shall be applied to this agreement term.

Invoices to be received by DWD/DVR within thirty calendar days after each quarter. Final invoice due and received no later than close of business on 11/30/2020.

Final invoice due date is subject to change and contractor will be notified by DWD/DVR of any changes. Contractor will comply with invoice instructions as directed and, in the timeframe, specified by DWD/DVR.

Invoice Instructions:

Address the invoice as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON WI 53707-7852

Enter the invoice into STAR as an inter-agency invoice, and then either fax the invoice to (608) 327-6012 (preferred) or e-mail it to Einvoice@dwd.wisconsin.gov.

There is no need to mail in a hard copy of the invoice, if the above steps are followed.

III. REPORTING:

SVRI shall comply with the reporting and auditing requirements of the DWD. Any required reports shall be forwarded to the DWD's Contract Administrator according to the schedule of the DWD.

IV. STATE AND FEDERAL RULES AND REGULATIONS:

- a. SVRI agrees to meet State and Federal service standards as expressed by State and Federal law applicable to the services covered by this agreement. Including 2 CFR Part 200 Uniform Guidance, Section 188 of WIOA, 29 CFR Part 38 WIOA Nondiscrimination & Equal Opp. Regulations and other applicable civil rights laws.
- b. Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or family status, genetic information or political affiliation.
- c. If a federal agency determines that the DWD paid any amount to SVRI under this agreement that is not allowable under federal law, SVRI will refund to DWD the amount the federal agency determined that DWD overpaid SVRI.
- d. SVRI may subcontract part of this agreement only with the prior written approval of DWD. SVRI retains responsibility for fulfillment of all terms and conditions of this agreement when it enters into sub-contractual agreements.
- e. SVRI agrees to provide a letter of assurance and copy of its Affirmative Action/ Equal Employment Opportunity Policy to DWD with this agreement, assuring compliance with civil rights laws.
- f. If this agreement results in a book or other material, the DWD reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material from the approved program.
- g. Any discovery or invention arising out of or developed in the course of work aided by this agreement, shall be promptly and fully reported to the DWD.

V. RECORDS:

- a. SVRI shall maintain such records as required by State and Federal law.
- b. SVRI will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DWD and its authorized agents, and Federal agencies, in order to confirm SVRI 's compliance with the specifications of this agreement.
- c. SVRI agrees to retain and make available to DWD all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- d. The use or disclosure by any party of any information concerning eligible individuals who receive services from SVRI for any purpose not connected with the administration of SVRI 's or the DWD's responsibilities under this agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

VI. INDEMNITY:

Each agency agrees that any loss or expenses (including cost and attorney fees) by reason of liability imposed by law will be charged to the agency responsible for the office employee or agent whose activity or inactivity caused the loss or expense.

VII. Civil Rights Compliance:

- a. SVRI shall submit a Letter of Assurance of Civil Rights Compliance.
- b. SVRI has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where DWD has a direct contract with another Provider subcontractor, the Provider need not obtain a Subcontractor Sub grantee Civil Rights Compliance Plan or monitor that Sub grantee.
- c. SVRI agrees to cooperate with DWD in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

VIII. AGREEMENT REVISIONS AND/OR TERMINATION:

- a. Failure to comply with any part of this agreement may be considered cause for revision, suspension or terminated of this agreement.
- b. This agreement or any part thereof may be renegotiated in such circumstances as: 1) increased or decreased volume of services; 2) changes required by State or Federal law or regulations, or court action; 3) monies, to include appropriations, available affecting the substance of this agreement. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the DWD and SVRI attach an addendum of amendment to this agreement which is signed by the authorized representative of both parties.
- c. This agreement can be terminated by a 30-day written notice by either party.
- d. SVRI shall notify the DWD whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the DWD shall determine whether such inability will require revision or cancellation of this agreement.
- e. If the DWD finds it necessary to terminate this agreement prior to the stated expiration date for reason other than non-performance by SVRI, actual costs incurred by SVRI may be reimbursed for an amount determined by mutual agreement of both parties.

IX. CONDITIONS OF THE PARTIES OBLIGATIONS:

- a. This agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the DWD shall serve to revise or terminate this agreement, except as further agreed to by the parties hereto.
- b. The DWD and SVRI understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.

- c. It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- d. This agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

DocuSigned by:

Phil Lyons

12/13/2019

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Philip Lyons
Vice Chancellor
UW-Stout (SVRI)

Date

DocuSigned by:

Delora Newton

12/13/2019

3583CE600AC6443...
Delora Newton
Division Administrator
DWD-DVR

Date

DocuSigned by:

JoAnna Richard

12/13/2019

4DEB1E3C03284DE...
JoAnna Richard
Deputy Secretary
Department of Workforce Development

Date

Date